## SR-2006-127201

**Bid Response RFP WCSD-2006-001 CSI** 



December 30, 2005

Williamsburg County School District
Attr: Regina McKnight, Director of Technology
423 School Street,
Kingstree: SC 29556

Re:

CSI's December 14, 2005 response to Williamsburg County School District, Network Support Services RFP # WCSD-2006-001.

Ms. McKnight,

For clarification purposes, as requested by the District, Cat5E plenum cabling in our proposal is priced at 18 cents per foot and Cat6 plenum is priced at 30 cents per foot.

Subsequent to negotiations requested by Williamsburg County School District under the terms of Section VI.C. on page 5 of RFP # WCSD-2006-001, we (CSI) agree to amend our proposal as follows:

On the COST Details page, change language from "Per hour charge for work performed by a systems engineer (level 3) \$100,00"
To

"Per hour charge for work performed by a systems engineer (level 3) \$90.00"

On the COST Details page, change language from <u>"State Contract when</u> applicable otherwise 8% above COST"

To

"Cisco Switch and router gear at 40% off retail: Cisco SmartNet service at 12% off retail: Cisco Firewall Product at 38% off retail: Tandberg video conferencing gear at prices equal to Tandberg SC State Contract prices; all other products at prices equal to State Contract prices where applicable; otherwise 8% above COST."

We appreciate this opportunity.

Sincerely.

Caurin Oswald

Operations Manager

CSI Technology Resources, Inc. Universal Services SPIN 143017811

1661 East Main Street • Easley, South Carolina 29640 • Phone: 864/855-3900 • Pax: 864/442-0647

## **COPY**

## **Proposal of Services**

Universal Services Administration - Erate Year 2006

RFP # WCSD-2006-001

569480000550067

Presented to:



Williamsburg County School District Wednesday, December 14, 2005



## Acknowledgement Statement

In submitting this proposal, we (Offeror) understand that WCSD will determine at their discretion which proposal, if ANY, is accepted. We acknowledge that Offerors waive any right to claim damages of any nature whatsoever, based on the selection process and any communication associated with the selection and the final selection of successful Offeror.

We further acknowledge that the Williamsburg County School District has the right to verify any and all information submitted by the Offeror, to evaluate Offeror's integrity, reliability, and capacity for satisfactory performance, to wave any and all technicalities and to award a contract that is deemed in the best interest of the Williamsburg County School District.

Firm Name: Computer Softv	vare Innovations, Inc.	
Ву:		
Print Name: Tom Clinton		
Title: Vice President of Sales	<b>*</b>	
Date: 12/13/2005		¥

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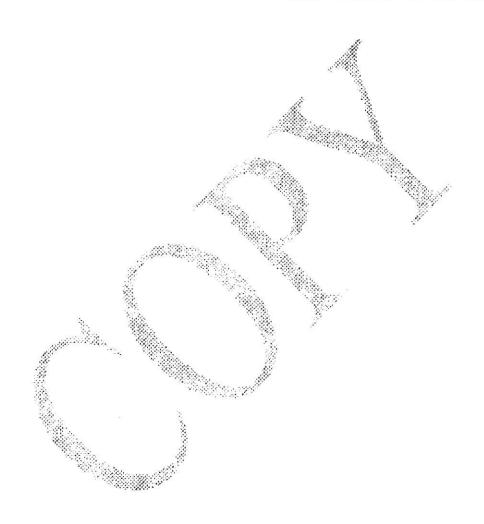
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## FIRM INFORMATION

## FIRM PROFILE

## Computer Software Innovations, Inc.

#### Corporate Office

1661 East Main Street, Easley, SC 29640

Voice

800-953-6847 864-855-3900

Fax

864-855-1429

800-953-6847

Support Email

sales@csi-plus.com

Website

www.csi-plus.com

Officer in Charge: Tom Clinton, VP Sales, tclinton@csi-plus.com Account Manager: Leslie Lowe, Outside Sales, llowe@csi-plus.com Lead Engineer: Don Jones, djones@csi-plus.com

SPIN#:143017811

Federal Tax ID: 57-1078293

#### Profile:

Computer Software Innovations Inc. is committed to providing professional network integration services, as well as cost-effective network computing solutions for education and governmental organizations.

CSI is dedicated to providing education and local government agencies with world-class, fully integrated IT solutions, thereby enabling our clients to accomplish their goals more easily and more effectively. CSI offers comprehensive networking services, products and support along with professional, certified network management, and technical support. We deliver high-quality hardware, software, and related professional support services to help you plan, acquire, implement, manage, and refresh your organization's information systems.

CSI is a full service systems integrator specializing in the needs of educational organizations. We offer a comprehensive set of engineering capabilities including:

Technology Planning

Hardware/Software Sales

System Integration

Infrastructure Design

Wide Area Networking

Wireless Networking

■ Internet/Intranet Solutions

Project Management

Support and Maintenance

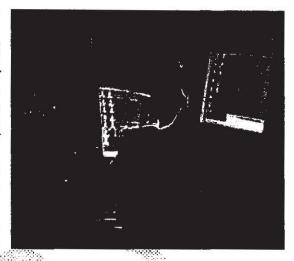
#### Vender Associations

- Novell Gold Partner
- Microsoft Solutions Partner
- Hewlett Packard Education Partner
- Citrix Solutions Network Gold Partner
- Cisco Premier Certified Partner
- Cisco IP Telephony Certified Partner

## **EXECUTIVE SUMMARY**

CSI, the premier Technology Partner to K-12 in Georgia, North Carolina and South Carolina utilizes a comprehensive approach for providing technology support and services to school districts. While understanding the importance of a stable technology infrastructure, the CSI Team provides more than just hardware maintenance and repair services. CSI provides comprehensive service to school districts in the form of curriculum/technology integration assistance, technology procurement, infrastructure design and expansion, and general technology initiative oversight and facilitation.

We understand that the breadth of services needed by school districts varies. For this reason we will work with you to develop a suitable



technology services package to assist your school district with keeping the hardware "up and running," as well as helping your school district to become a real player in this technology age.

Our proposal provides information as requested on the Form 470 Applications referenced below.

Specifically, you are seeking a technology partner to provide the following:

#### Universal Services E-Rate Year 2006

RFP # WCSD-2006-001

569480000550067

Our proposal is organized into the following manner:

- 1. Firm Information
- 2. Understanding of the Project
- 3. Contractor Qualifications
- 4. Contractor Client Base / References
- 5. Cost
- 6. Terms and Conditions
- Exceptions
- 8. Alternatives

We hope that you find value in the pages that follow, and that CSI will be invited to participate in further dialogues with your school district with the ultimate goal of entering into a true partnership with Williamsburg County School District.

## PROPRIETARY INFORMATION

The enclosed pricing material and references is proprietary to CSI and is therefore copyrighted. These documents may not be disclosed in any manner to anyone other than the addressee and the employees or representatives of the addressed firm who are directly responsible for evaluation of its contents. These documents may not be used in any manner other than for the purpose it was distributed. Any unauthorized use reproduction or transmission in any form is strictly prohibited.

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## **ASSUMPTIONS**

The following assumptions have been made to estimate the cost of the proposal. If these assumptions are not accurate, the cost of the proposal could increase:

- 1. Hardware delivery dates are considered in the scheduling of the project.
- 2. Hardware platform has been received and validated.
- 3. Recent file system backup has been performed and is readily available.
- 4. Network software licensing obtained.
- 5. Auxiliary application licensing obtained.
- 6. We may or may not use Sub Contractors unless restricted by formal documentations.



PROJECT OVERVIEW

**DESCRIPTION OF SERVICES: GENERAL** 

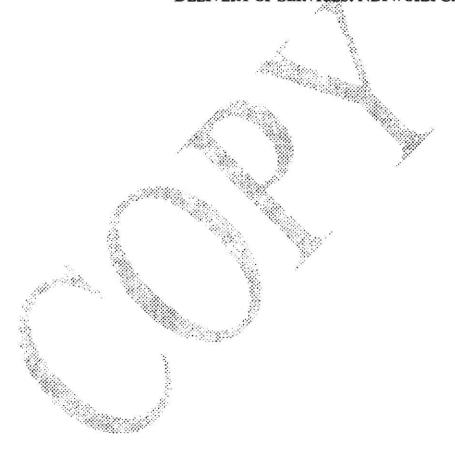
**DESCRIPTION OF SERVICES: COMMUNICATION** 

**DESCRIPTION OF SERVICES: SUPPORT** 

**DELIVERY OF SERVICES: ON-SITE NETWORK SUPPORT** 

**DELIVERY OF SERVICES: ADDITIONAL PRODUCT PROCUREMENT** 

**DELIVERY OF SERVICES: NETWORK CABLING** 



## PROJECT OVERVIEW

Williamsburg County School District desires to provide opportunities for successful lifelong learning through the implementation of their comprehensive technology plan. The goal of the plan is to acquire and integrate technology, access and utilize information effectively, and extend the learning environment for the entire district community. Goals of the plan are:

- Provide ready and reliable access to the technology.
- Integrate technology into all District operations (instructional and administrative.)
- Provide technology-training services for key District personnel.

The CSI team agrees that one of the first steps for improving the administrative and instructional operations of a school district is to provide equitable and reliable access to the technology tools necessary to harness the wealth of information and resources now available in the Internet Age. File servers, routers, switches, and workstations are all tangible pieces of the technology puzzle, yet how do they fit together? What configuration will work best for your district? The CSI team is dedicated to helping your district answer these kinds of questions—not by providing just any solution, but by providing the right solution. We will work with you to sort all the pieces of technology (existing and desired) and put them together in the way best suited to producing the administrative and instructional benefits your district desires.

CSI will respond to the following

RFP # WCSD-2006-001

569480000550067

Products and services will be purchased directly from the following:

CSI

SPIN # 14301781

## DESCRIPTION OF SERVICES: GENERAL

The District consists of 16 sites including the district office. WAN and internet access infrastructure provided by the SC Division of the State CIO serve each site. The District's LAN/WAN environment is predominantly Ethernet and the Network Server platform is predominantly Microsoft.

District personnel perform all maintenance of desktop PCs.

- A. During the contract period, the Contractor(s) will be required to provide any computer and network support services deemed necessary by the District's Office of Technology.
- B. Support may include: Basic Maintenance including a regular schedule of preventive maintenance for all eligible network technologies; assistance in the diagnosis, maintenance and repair of network problems; maintenance of the district network communication file servers including all network operating systems, file server backups, network switches, network sputers, and network cabling. This might be proposed as multiple levels of bourly fees for multiple levels of technical competence.
- C. Support may also include: Installation of necessary californ additions, both UTP and multi-mode fiber optics installed to industry standards, codes and statutes. Pricing might best be proposed as a price sheet.
- D. Support may also include: provision of any network hardware parts, components and network software that may be required to maintain operation of the District's network within the goals of the District's Technology Plan. Pricing might best be proposed as a cost-plus arrangement.
- E. Installation of network projects will also be included within the support discussed in this RFP. This might be proposed as multiple level hours fees for multiple levels of technical competence.
- F. The contract(s) is are scheduled to begin on fully 1, 2006 and extend at least through June 30, 2007. The number of days each month on which the District will need support, and the level(s) of support needed, will vary depending on the requirements of the District.
- G. The District reserves the right to negotiate a multi-year contract, or a contract that features an option for voluntary extensions, if deemed in the best interest of the District.

During the contract period, Computer Software Innovations, Inc. will provide any computer and network support services deemed necessary by the school district Office of Technology. Support services may include: a regular schedule of preventive maintenance for all network technologies; assistance in the diagnosis, maintenance and repair of network problems; management and maintenance of the district network communication file servers including all network operating systems, file server backups, network switches, network routers, and network cabling; working with the district staff including management, technology and buildings maintenance; and coordination with other contractors and staff as necessary.

Support may also include necessary cabling additions, both UTP and multi-mode fiber optics and will be installed to industry standards, codes and statutes; as well as purchase of any network hardware parts, components and network software that may be required to maintain operation of the school district's network within the goals of the school district's Technology Plan. Installation projects may be included within the support services discussed in this proposal.

Computer Software Innovations, Inc. is proposing to provide the following services:

- Weekly visits for routine network maintenance, including but not limited to, installation of patches on servers, update network operating systems, NDS/AD maintenance, Email and Web server software updates and support, administration of switches and routers and resolve problems and performance issues.
- 4 hour on-site response for emergency/mission critical situations
- Installation of new equipment (file servers, switches, routers, etc.) as needed.
- Cabling additions and modifications.
- Toll free 800 number for support.
- CSI engineers who work closely with the CSI Accounting Plus software, the S.C. Pathways SASI suite, SCINet, OIR, BellSouth and various independent local carriers throughout South Carolina.



### **DESCRIPTION OF SERVICES: COMMUNICATION**

As with all technology based maintenance and support projects, communication is the key factor to success. CSI Technology Resources understands this and is well positioned to keep you fully informed of all activities surrounding the maintenance and implementation of technology in your District. We look forward to the opportunity to work closely with your district and will coordinate all our service activities with the district representative of your choosing. The following synopsis is presented as a standard by which our engineering/support activities are conducted and you, as our client, are an integral part.

Our Operations Coordinator will be your central contact within the CSI Technology Resources organization for all scheduling of resources and reporting of any time-used/services rendered associated with this contract. Working closely with our Project Management team, the Operations Coordinator will ensure that the field project staff is aware of any scheduling and replacement parts necessary to ensure that your systems are maintained efficiently and effectively.

All time logged by engineering (i.e. hotline support, remote on-line support of on-site assistance) will be tracked by the Operations Coordinator using our internal work-order system. On a schedule that you determine, we will provide detailed reports indicating to you the time that was spent maintaining your infrastructure. At a minimum this time is reported to you monthly or at each SLD billing depending on your need.

As projects and maintenance efforts are underway, a Project Manager assigned to your District. The Project Manager will be your main contact for needs regarding implementations or upgrades to the existing infrastructure. As the tasks require, lead engineers will also be assigned based on specialty. These on-site resources will coordinate directly with the district contact of your choosing to ensure that all of your needs and issues are met and resolved based on your schedule.

Should you have an issue that requires escalation above the above mentioned staff, the escalation path is as follows,

Engineering Manager – Steve Messer

Vice President of Engineering – Bill Buchanan

President of CSI – Nancy Hedrick

We feel certain that our staff of seasoned technology professionals can and will provide world class technology services to your organization. Our entire staff is dedicated to maintaining your satisfaction.

## DESCRIPTION OF SERVICES: BASIC MAINTENANCE

The Basic Maintenance Services being proposed are those services that are necessary if but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the school environment. The services that we are proposing under Basic Maintenance do NOT include services that maintain equipment that is not supported or that enhance the utility of equipment beyond the transport of information, or diagnostic services in excess of those necessary to maintain the equipment's ability to transport information.

The following are the three technical services that CSI is offering as a part of this proposal:

## Service I: Telephone "Hotline" Support

CSI has a well-versed staff whose primary responsibility is to provide quality telephone support for our service contract customers. In the event that the issue cannot be resolved via the telephone, our service staff will escalate the issue to the next level as appropriate.

## Service II: Remote Maintenance/Service

As a part of our general maintenance routine, CSI engineers monitor service contract customer's LAN and WAN environments remotely. This is done via a PCAnywhere station or Microsoft Terminal Services using dial-up or IP depending on the environment. Log files are checked routinely as a preventative measure to ensure network stability. Our engineers also monitor industry partners (i.e. Novell, Microsoft, CISCO) for new releases and service patches for existing products. Should a patch or product be necessary to maintain network stability, CSI will notify the district and indicate the recommended update exists and whether or not this can be implemented remotely. Additionally, during the remote monitoring process, should a configuration change be required to maintain network stability, CSI will notify the district and indicate the action required.

#### Service III: On-site Maintenance/Installation Service

CSI will work closely with the district upon award of contract to determine the schedule necessary to meet the district on-site maintenance/installation needs. CSI on-site engineers have at least 3 years of field experience and at least one technical certification (Cisco CCNA, Microsoft MCSE, Novell CNE, Novell MCNE, Citrix CCA). CSI engineers have the experience necessary to perform...

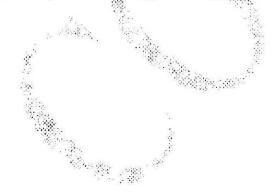
- Advanced file server hardware configuration and installation
- Advanced network operating system installation and configuration
- Advanced local area network switch installation (Layer 3 switching)
- Wide area network router installation and configuration
- Advanced file server hardware problem diagnosis and troubleshooting
- Advanced network operating system problem diagnosis and troubleshooting
- Advanced LAN connectivity problem diagnosis and troubleshooting
- Wide Area Network connectivity problem diagnosis and troubleshooting including ATM problem resolution

# DELIVERY OF SERVICES: MAINTENANCE/INSTALLATION SERVICES

Upon award of this contract to CSI, the CSI engineering manager responsible for providing these services will meet with the district to plan a baseline service schedule. This schedule will define the actual days/time per week that an appropriately suited CSI engineer will be in the district as well as the specific activities to be performed. The district expects services to be provided during a typical 8-hour workday, 8:00 a.m. to 5:00 p.m. Generally, the on-site CSI engineering will monitor the district's network infrastructure and apply network operating system "patches" and "appropriate patch revisions" as necessary. The CSI engineer will also monitor LAN/WAN performance and apply server firmware and/or router/switch IOS updates as appropriate. In the event that current server/switch/router configurations are causing poor/under performance issues, the CSI engineer will discuss options for resolution with the district prior to performing any re-configuration activities.

Should a district file server or a mission critical switch/router fail on a day that the scheduled CSI engineer is not on-site then a CSI engineer will respond by phone within 4 hours of the "hotline" call. If resolution to the problem cannot be gained over the phone or via remote access, then a CSI engineer will be on-site within 24 hours of the initial trouble call.

During the initial planning meeting, the CSI engineering manager will also discuss with the district any planned or desired infrastructure upgrades in the form of new servers and LAN/WAN electronics. Timelines for these "new" implementations will be developed and included in the previously discussed "on-site/maintenance schedule". The appropriate CSI engineer will then be scheduled to implement these "upgrades" as appropriate.



### DELIVERY OF SERVICES: NETWORK CABLING

CSI Technology Resources will subcontract all cabling portions of this contract to its Structured Cabling partner, Telcom, Inc.

TelCom, Inc. has long been recognized as a leader in the installation and support of information transport systems and integrated telecommunications systems. They have unlimited capabilities and resources for handling, small, medium and large installations. Every system TelCom installs is individually designed for each application to assure that its capabilities accurately reflect the customer's operation and needs.

TelCom's operation efforts are presently divided into two market areas. The Columbia market encompassing the Columbia metro area, the Greenville metro area, the Spartanburg metro area, the Anderson metro area, the Charleston metro area, fringe areas in North Carolina and Georgia as well as the adjoining proximity. The Pee Dee market encompasses the Northeast area of South Carolina consisting of the Pee Dee area and the Grand Strand area as well as fringe areas of North Carolina.

All work is done by TelCom conforms to the manufacturer's specifications, the current editions of the National Electrical Code, the National Electrical Safety Code, the BICSI Telecommunications Distribution Methods Manual, Telecommunications Cabling Installation Manual and Customer Owned Outside Plant Manual, ANSI/TEA/EIA 568-B1, B2, B3, 569-A, 606-A, 607, 758 and all local codes and ordinances. Constant training in products and services enables the TelCom staff to keep abreast of changes in technology and new product offerings. Quality control programs keep their installations the best in the industry. Maintenance and service packages enable TelCom to offer ongoing maintenance to customers for not only systems they installed but also those installed by other companies

Upon award of this contract to CSI, the CSI project manager responsible for providing these cabling services will meet with the district to plan a baseline of cabling services anticipated for school year 2006/2007.

# DELIVERY OF SERVICES: NETWORK CABLING (CONTINUED)

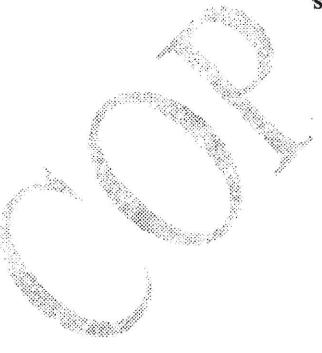
We are proposing a menu approach to the materials portion of the cabling services of this proposal. This menu is comprehensive and should cover all materials that would be needed to provide vertical (fiber between existing closets and to potential new closets) and horizontal (Category 5e and 6 station cabling to network access points in classrooms and other locations within the schools and administrative locations) cabling.

To further assist the district in providing detailed information for the pending SLD Form 471 submission. We are proposing complete cabling pricing and bill of materials for a school requiring 400 Category 6 network drops and cabling pricing and a bill of materials for a school requiring 1300 Category 6 drops that include 6 technology closets and the installation of cable tray. The bill of materials listed for these sample sites can be used by the district to configure a solution to fit the specific requirements for schools requiring cabling for the 2006/2007 ERate funding year. However it is strongly advised that the district consult with CSI Technology Resources to ensure that the funding request submitted meets the districts actual need. There are certain factors environmental factors that could make the actual filed for amount considerably less.

We feel the pricing approach depicted above will allow for 1) a dollar amount for the funding request to the SLD, 2) a cabling budget for any needs that arise during the 2006/2007 funding year and 3) the option for the district to modify the services within the approved funding request using the SLD's 471 modification process. We have also included 471 Attachments specific to cabling using this technique.

## **CONTRACTOR QUALIFICATIONS**

COMPANY BACKGROUND
COMPANY CISCO CERTIFICATIONS
COMPANY MICROSOFT CERTIFICATIONS
COMPANY NOVELL CERTIFICATIONS
COMPANY TANDBERG CERTIFICATIONS
STRATEGIC TECHNOLOGY PARTNERS
SOUTH CAROLENA STATE CONTRACTS
TECHNOLOGY SOLUTIONS
TECHNOLOGY RESOURCES
AWARDS AND RECOGNITION
CERTIFICATE OF LIABILITY AND WORKMAN'S COMP



## CONTRACTOR QUALIFICATIONS

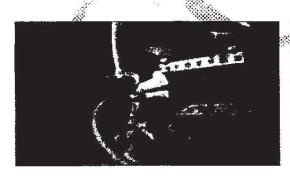
## COMPANY BACKGROUND



Computer Software Innovations, Inc. (CSI) is a full-service company providing software solutions and technology planning to governmental organizations. Our client base includes School Districts, Municipalities, County Governments, Public Libraries, Disabilities Boards and several non-governmental clients. Currently, more than 260 public sector organizations in the Carolinas and Georgia utilize our software systems and network integration services.



CSI, established in 1989 to provide administrative and accounting software for the public sector, added the Technology Resources division in 1999 to offer clients a more complete range of products and services. Our comprehensive approach combines an excellent suite of software products with full-service network integration solutions that provide significant benefits to our clients. CSI is fiscally sound, experiencing a growth rate of more than 60% per year. We pride ourselves on our reputation as a company that consistently meets and exceeds customer needs by providing exceptional products and outstanding service.



The Technology Resources division of CSI focuses specifically on network system solutions. We are committed to providing our clients with professional network integration services, as well as cost-effective network computing solutions. We deliver high-quality hardware, software, and support services to help our clients plan, acquire, implement, manage, and refresh their organization's information systems.

## **COMPANY CISCO CERTIFICATIONS**



Cisco Systems, the worldwide leader in networking for the internet, is celebrating 20 years of technology innovation, industry leadership and corporate social responsibility. Recognized throughout the industry as a leader in developing technologies, Cisco Systems is a strategic partner to CSI with growth in new and established markets.

CSI is an established Cisco Systems Premier Certified Partner with specializations in Switching and Routing, IP Telephony, Wireless and Security.

Switching and Routing is the core product and solution offering from Cisco Systems, CSI demonstrates it's competencies with simple and complex implementations of Switching and Routing technologies.

IP Telephony is being quickly adopted as a mature solution to minimize costs and maximize productivity through collaboration. CSI demonstrates it's competencies in the implementation of IP Telephony solution and service with one of the largest install bases serving the public sector in the Southeastern United States.

Wireless communications is the demand of end users everywhere providing access to information anytime and anywhere. CSI demonstrates it's competencies in the implementation of in-building and building-to-building Wireless technologies.

Security technologies defend against malicious attacks to today's networks. Cisco Systems is leading the industry with the development of proactive and defensive technologies to ensure trusted access. CSI demonstrates it's competencies in the implementation of intrusion detection, client security and perimeter security solutions.

The staff at Computer Software Innovations, Inc. maintains the following Cisco Professional Certifications.

Cisco Certifications & Specializations	CSI Engineers
CCIE - Westen	1
CCDP	2
CCNP	4
CCSP	1
CCDA	5
CCNA	9
CCSI	1
CSE	2
CES	1
CSEP	1
IP Telephony Design Specialist	2
IP Telephony Operations	1
Wireless LAN Design Specialist	1
Wireless LAN Support Specialist	1

## COMPANY MICROSOFT CERTIFICATIONS



Microsoft, the worldwide leader in operating system and productivity solutions, is motivated and inspired every day by how customers use it's software to find creative solutions to business problems, develop breakthrough ideas, and stay connected to what's most important to them.

CSI is an established Microsoft Solutions Partner with demonstrated expertise in large scale directory design and implementation, enterprise scalable messaging solutions and financial productivity solutions that impact your network computing environment.

Microsoft Windows Server System is a portfolio of integrated server software products that provides the infrastructure for IT operations, security, application development and integration, and collaboration. Built with Common Engineering Criteria and support for open industry standards, Windows Server System makes it easier to connect and manage your IT environments.

Microsoft Exchange Server enables knowledge workers to gain access to critical and essential communications almost whenever and wherever they need to and is designed to deliver greater security, availability, and reliability.

CSI's own Accounting+ software is a suite of applications designed to meet the needs of organizations that employ fund accounting. In addition to the traditional core accounting applications, it includes a number of supplemental applications designed specifically for K12 Education, Higher Education, State and local government organizations.

The staff at Computer Software Innovations, Inc. maintains the following Microsoft Professional Certifications...

Microsoft Certifications & Specializations	CSI Engineers
MCSE 2003	2
MCSE 2000	5
MCSE+I	1
MCSE NT4	6
MCSA 2000	1
MCP 2003 Server	2
MCP 2000 Server	1
MCP NT4 Server	4
MCP NT4 Workstation	3
MCP Exchange	1
MCDBA 2000	1
MCDBA SQL 2000	3
MCSD .Net	3
MCT	2

## **COMPANY NOVELL CERTIFICATIONS**



Novell, the leading developer for Software For The Open Enterprise, is the foundation for leading enterprise networks. Recognized throughout the industry as a leader in enterprise networking solutions, Novell is a strategic partner to CSI with growth in new and established markets.

CSI is an established Novell Gold Partner with individual and company specializations in numerous Novell core solution roducts including but not limited to: eDirectory, NetWare, Zenworks, GroupWise.

eDirectory is the basis for many of the world's largest identity-management deployments. Since its debut more than ten years ago, eDirectory has been trusted for its scalability, compatibility, reliability, manageability and security.

NetWare is the most reliable foundation for deploying business-critical, open-source-enabled solutions. It is the obvious choice for hosting myriad services that increase network availability and user productivity-and decrease the cost of doing business.

ZENworks Suite automates and enforces business and IT management processes across the lifecycle of desktops, laptops, servers and handhelds to control costs, ensure security and compliance, and optimize the value of IT assets across diverse server and client platforms.

GroupWise is a complete collaboration software solution that provides information workers with email, calendaring, instant messaging, task management, and contact and document management functions

CSI further demonstrates it's competencies in additional product solutions from Novell that meets the demands of todays diverse network computing environment. The staff at CSI brings the Southeast the leading Novell skill sets.

The staff at Computer Software Innovations, Inc. maintains the following Novell Professional Certifications.

Novell Certifications & Specializations	CSI Engineers
CNE Classic	10
CNE NetWare 4	11
CNE IntraNetWare	10
CNE NetWare 5.	16
CNE NetWare 6	8
CNE GroupWise	4
MCNE Internet / Intranet	3
MCNE NT Integration	3
MCNE Messaging	2
MCNE Connectivity	2
MCNE Infrastructure	3
MCNE Security	1
MCNE Management	1
CDE	2
CNI	2

## **COMPANY TANDBERG CERTIFICATIONS**

TANDBERG Tandberg, the leader in visual communications, brings effective visual communication to every industry, every organization, and every department, everywhere. Tandberg technology is being used in nearly every type of organization, applied in many innovative ways. Whether the connections is between two people in the same building or between teams working thousands of miles apart, video creates more effective communications processes

CSI is an established partner with Tandberg specializing in the design and implementation of visual communication for K12 Education, Higher Education, State and Local Government.

Visual communication is being quickly adopted as a mature solution to minimize costs and maximize productivity through collaboration. CSI demonstrates it's competencies in the implementation of visual communications with a foundational understanding of networking technologies. This results in the right implementation to integrate within the network computing environment.

The staff at Computer Software Innovations, Inc. maintains the following Tandberg Professional Certifications...

and Marian

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Tandberg Certifi	cations & Special	izations	CSI	Engineers	
CE				2	
	V	**************************************			
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### STRATEGIC TECHNOLOGY PARTNERS

Strong alliances with some of the best names in business enhance the broad array of products and services CSI offers. Today's projects often require technologies from multiple vendors supported by engineers with certified expertise in these products. In an effort to remain on the cutting-edge, CSI is continually expanding both our partner relationships and our areas of certification. These partners are mentioned in the Responses to the Functional/ Technical Requirements' section.



Cisco Systems, the worldwide leader in networking for the internet, is celebrating 20 years of technology innovation, industry leadership and corporate social tesponsibility. Recognized throughout the industry as a leader in developing technologies, Cisco Systems is a strategic partner to CSI with growth in new and established markets.

CSI is an established Cisco Systems Premier Certified Partner with specializations in Switching and Routing, IP Telephony, Wireless and Security.

Switching and Routing is the core products offered by Cisco Systems, CSI demonstrates high competencies in the implementation of Switching and Routing technologies.

IP Telephony is being quickly adopted as a mature solution to minimize costs and maximize productivity and collaboration. CSI demonstrates high competencies in the implementation of IP Telephony and maintains one of the largest install bases in public sector in the southeastern United States.

Wireless communications is the demand of end users everywhere providing access to information anytime anywhere. CSI demonstrates high competencies in the implementation of Wireless technologies.

Security technologies defend against malicious attacks to today's networks. Cisco Systems is leading the industry with the development of proactive and defensive technologies to ensure trusted access.



HP is a technology solutions provider to consumers, businesses and institutions globally. The company's offerings span IT infrastructure, personal computing and access devices, global services and imaging and printing for consumers, enterprises and small and medium businesses.

CSI is an established HP PartnerOne member with Gold level designation providing leading solutions to the public sector throughout the Carolina's and Georgia. As the largest reseller of HP technologies CSI is required to demonstrate competencies in the products and services offered by HP.



Promethean Collaborative Classroom Solutions offer the industry leading solution for transforming the classroom into an interactive learning environment. With its newest interactive technologies, Promethean is be heralded as a pioneer in innovative classroom interactivity.

CSI is an established Promethean partner with territorial exclusivity in both North and South Carolina. With the Collaborative Classroom Solution CSI is differentiating itself as a partner to K-12 education in the Carolina's.



DIVR Systems is providing innovative IP-Based multi-application based video solutions to the industry. With growing demand and governmental initiatives to provide security solutions, the DIVR Systems technologies represent tremendous opportunity in this projected \$5 Billion per year industry.

CSI is an established DIVR Systems Partner and enjoys being the only reseller within the Carolina's. In working with DIVR Systems, CSI can further separate itself from its competition by providing a solution that addresses today's demand for safety and security.

## **TANDBERG**

Combining years of experience and expertise in the distance education market, TANDBERG has developed an in-depth understanding of the evolving needs of education and training. From curriculum development to virtual field trips and programs for special needs students, TANDBERG's Education and Training solutions break down time, space, and geographical barriers.

CSI is an established partner with Tandberg specializing in the design and implementation of visual communication for K12 Education, Higher Education, State and Local Government.

## Other Technology Partners

CSI maintains vendor associations with the industry's leading technology innovators that provide end-user solutions.



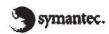






















## SOUTH CAROLINA STATE CONTRACTS

### CSI currently maintains the following State Contracts



CISCO/Network Hardware CISCO Firewall **Equipment Contract** 

Equipment

CSI Technology Resources

CSI Technology Resources

FEIN: 57-1078293

FEIN: 57-1078293 Contract: 05:S6850

Contract: 04-S6261-A10264

WSCA Contract for Printer



WSCA Contract for Personal Computer Purchase

Supplies

CSI Technology Resources

FEIN: 57:1078293

CSI Technology Resources

Contract

FEIN: 57-1078293

05-S6656-A11230

Contract: 02-S4496-A7984



WSCA Contract for Personal Computer Purchase

CSI Technology Resources

FEIN: 57-1078293

Contract:

03-S5869-A9660

Contract:

03-S5869-A9662

SC:Contract for Video Conferencing

CSI Technology Resources

FEIN: 57-1078293

Contract: 03-S5856-A11474



Short Term IT Temporary Personnel Services Contract

**Fixed Price Educational** Consultant Services for the SC Dept of Ed

CSI Technology Resources

FEIN: 57-1078293

Contract: S1548-A6518

CSI Technology Resources

FEIN: 57-1078293

Contract: S5835-A9983

Computer Software Innovations, Inc.

### **TECHNOLOGY SOLUTIONS**



#### PCs, Servers, Peripherals, and More

Servers · Printers · Workstations · Desktops · Laptops · PDAs · Microsoft Software · Citrix Software · Storage Area Networks (SAN)

Rely on our experienced sales and engineering staff to help you select the best solutions for your school or business. We can help you configure the perfect server or workstation, whether you need two or two hundred units. Our experts can guide you in choosing the best software, printers, and monitors, and the proper licensing for your systems software. The demand for storage capacity is growing at an unprecedented rate. Keeping up with demand requires a solution that enables you manage your system more effectively, while offering the peace of mind of uninterrupted operation. Storage solutions are easily scaled to fit the specific needs of the individual operation. Looking to extend your storage network? CSI can assess your needs and advise you on the most suitable selection from the diverse range of products now on the market.



#### Connectivity

## Wireless Technology · Cisco IP Telephony · Cisco Routers and Switches

Let CSI's Cisco-certified engineers handle all of your connectivity needs and configure your network. Whether LAN, WAN or internet we'll provide the solution that best fits your needs. The convergence of data, voice, and video transmitted over a single network infrastructure is quickly gaining acceptance as an industry standard. IP Telephony and converged networks are among the specialties performed by CSI engineers.

#### Email and Collaboration Software

## Novell Group Wise · Microsoft Exchange · Cisco Unity

Communication is vital to the success of any organization. The Internet is no longer seen as a luxury-it has become a necessity. The Internet allows people to perform a variety of task. But, more importantly it allows people to connect. CSI implements, sells and supports all of the leading communications software by names such as Novell, Microsoft, and Cisco. Also, CSI offers end-user training presented by certified instructors in a group setting. Let CSI help your organization get connected.

#### Security, Filtering, and Virus Control

Novell BorderManager · Symantec Anti-Virus · Cisco Firewall · Websense Filtering · Cyberpatrol Filtering · McAfee Anti-Virus · Packeteer Packetshaper

Security can no longer be an afterthought-it is now an integral part of your network. CSI works with our business partners to deliver a broad range of advanced network security solutions for secure connectivity, including perimeter security, intrusion protection, identity management, and security management. CSI sells the hardware and software you need to keep your systems safe. Our certified engineers can install Cisco firewall hardware, Novell BorderManager software, Websense and Cyberpatrol filtering, and Symantec and McAfee anti-virus software.

## **TECHNOLOGY RESOURCES**



### **Engineering Services**

LAN/WAN Installation and Troubleshooting ·
Network Operating Systems · Network
Management Tools · Services

CSI engineers hold the highest levels of certification from industry leaders such as Microsoft, Cisco, Novell, Citrix, Hewlett-Packard, IBM and others. Our business partners work with us to assure that our engineers are experts in the newest technologies as they hit the market. Whatever your project, CSI provides the proper combination of skilled professionals and products to guarantee your success. Whether it's a Local Area Network (LAN) that supplies local connectivity to a group of computers, printers, and other peripherals or a Wide Area Network (WAN) sharing data communications through a network spanning a geographic area, CSI has a solution for you.

### Consulting Services

Project Management · Network
Analysis and Security Assessments
E-rate · Technology Planning ·
Grant Writing

From the planning phase through implementation of a project CSI employs a diverse group of specialists to help you every step of the way. Our team will work with you to determine project goals and objectives while meeting timelines and budgetary expectations. Looking to enhance your network performance? Explore ways to better manage and support your organization's network with a network analysis and security assessment. In today's tight budgets, it is imperative that you spend every dollar wisely. CSI's technology planning services can help you insure that your long-term technology goals are in line with your budgetary limitations. Additionally, CSI can assist you in grant writing to secure funds to supplement your budget.



#### IT Training

#### Microsoft · Novell GroupWise · System Administration · Crystal Reports

Expand your knowledge. Extend your skill sets. Train your staff. Learning is a key component of success in the workplace. CSI offers many training sessions in system administration and end-user training for Microsoft, Novell, CompTIA, Cisco, and others. Additionally, we can tailor training to fit the specific needs of your organization. Relay your needs to one of our sales or engineering specialist and CSI will offer a solution. Let us connect you to one of our training specialist.



### AWARDS AND RECOGNITION

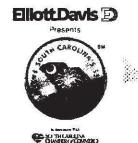
As further evidence of CSI's stability, qualifications and commitment to enhancing our product and services offerings, we have recently received several the following industry and community awards.

### **GovernmentVAR**

In 2005, CSI was notified of its ranking on the VARBusiness 500 and a GovernmentVAR 100 lists by VARBusiness Magazine. In addition, CSI was announced as one of the three finalists for the CARBusiness Magazines Education Solution Provider of the Year award.



In June 2004, CSI was selected by the editors of VARBusiness Magazine to be ranked in the prestigious 2004 VARBusiness 500. VARBusiness is the industry's leading magazine serving the solution provider community and has been recognizing outstanding performance in the reseller industry. In addition to the inclusion in the VARBusiness 500, CSI was exclusively recognized as a Technology Innovator of the Year in the Application Development category for its Accounting+ Software Suite.



In 2002, 2003 and 2004 CSI was one of 25 companies from across the state to be ranked among South Carolina's Fastest-Growing Companies, an exclusive ranking that recognizes the achievements of emerging privately and publicly owned businesses and their contributions to the state's economy. South Carolina's Fastest-Growing Companies rankings are determined by evaluating growth in three areas: gross revenues (or assets), full-time employees and capital investment.



In October 2003, CSI was selected by the editors of Computer Reseller News as one of the industry's top five Rising Stars. CSI's approach to services, support and solutions were highlighted as a vehicle to success and exceptional growth.



Ingram Micro, the industry's largest distributor, has recognized CSI for exceptional growth among its resellers in two categories:

Top Sales Growth in the K-12 Education Segment - October 2003

Top Sales Growth in the Southeast Region - October 2002

## CERTIFICATE OF LIABILITY AND WORKMAN'S COMP

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## STAFF CERTIFICATIONS

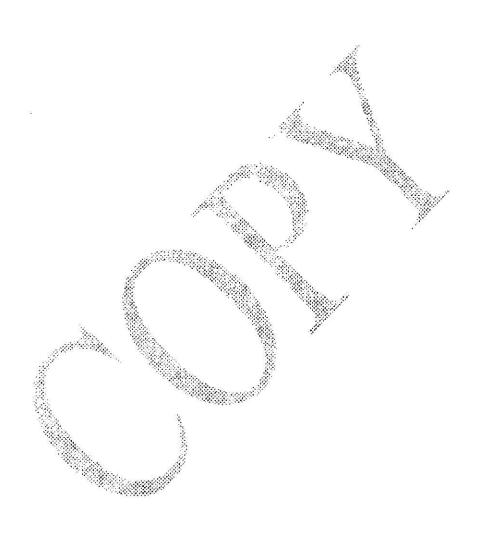
CSI is committed to providing network professionals that combine solid experience with proven credentials. Listed below are the technical certifications currently held by key members of our technical staff.

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Charles Morgan			Systems Engineer
Comp TIA	Security +		
Check Point	CCSA	CCSE	NG
<b>HIPAA Academy</b>	CHA	CHP AND	CHSS
		* 1998 No.	CHT
ISC <sup>2</sup>	CISSP		
Microsoft	MCSE NT4	MCSA	
	MCSE 2000	MCT	
	MCSE 2003		a. Åd
Novell	CNE Classic	CNI	
	CNE NetWare 4		
Jason Czepiga			Systems Architect
Checkpoint	CCSA		
Cisco	CCNA	IPT Design Specialist	Wireless LAN Design
	CCDA		Specialist
	CCSP		Wireless LAN Support Specialist
	CCSA	2.A. a.	
Novell	CNE IntraNetWare		
1	CNE NetWare 5	j.	
Jason Lepper			Solutions Architect
Cisco	CCNA	о соорийцика (1915—18 годинат (1915—19 <del>одинат до 1915—1916—19</del> годинада (1916—1916)	addin i ringali, de lag grunda (18jú in při ví vl. 85°), nambro je v uz beptiných je a gye (16° albad 10°
Microsoft	MCP NT4 Workstation	MCP NT4 Server	MCSE NT4
Novell	CNE NetWare 4	MCNE NT Integration	
	CNE IntraNetWare	MCNE Messaging	
	CNE NetWare 5	MCNE Connectivity	
	CNE NetWare 6		
	CNE GroupWise		

Keone Trask			Chief Technology Officer
Cisco	CCNA	CCDA	CES CHET Technology Officer
Citrix	CCA	CCDII	CLO
Microsoft	MCP Exchange	MCSE NT4	
Novell	CNE Classic	MCNE Internet	CNS
HOVEL	CNE NetWare 4	MCNE NT Integration	
	CNE IntraNetWare	MCIVE IVI Integration	
	CNE NetWare 5		
	CITE NEW AIC 5	.4.	
Laurin Oswald			Operations Manager
Cisco	CSE	Account Manager for	
		WLAN	
			*
Rich Babb		The Market Control	Sales Engineer
Cisco	CCNA		
	CCNP		
Microsoft	MCSE		
Novell	CNE Classic	MCNE Infrastructure	***
	CNE NetWare 4		
	CNE NetWare 5		
Tandberg	CE		
	÷.		
Robbie Ray			Systems Engineer
Cisco 2	©CNA ()	CCPID	IP Telephony Design
		( ) ·	Specialist
Comp TIA	A+	, <del>d</del>	
Microsoft	MCSE NT4		
	MCSE 2000		
Novell	CNE		
Rick Grimes		COLL IN	Systems Engineer
Cisco	CCNA	CCIE Written	IP Telephony Operations
	CCNP		
C TIA	CCDA		
Comp TIA	Network+	MCCE NIT	
Microsoft	MCP	MCSE NT	
Nortel Novell	Cantivity VPN Switch		
1AOAGII	CNE IntraNetWare		
	CNE NetWare 5		
	CNE GroupWise		

## **CONTRACTOR CLIENT BASE / REFERENCES**

COMPANY SUCCESS STORIES (PROPRIETARY)
CLIENT REFERENCES (PROPRIETARY)



## CONTRACTOR CLIENT BASE / REFERENCES

## COMPANY SUCCESS STORIES (PROPRIETARY)

### Descriptions of How CSI Has Helped Other School Districts

The rapid and highly successful growth of CSI is due in large measure to our ability to create and maintain lasting technology partnerships. CSI is a premier provider of world-class, fully integrated IT solutions. We are committed to maximizing the long-term value of our customers' computing investments by providing the industry's best products and highest quality services.

We have included a brief sampling of some of our success stories covering a wide variety of technologies to give the school districtan understanding of the depth of services available from CSI.

#### Anderson County School District Four

Anderson School District Four has control of its reing...

In 2001, CSI installed and configured Novell ZenWorks 3.2 for Anderson County School District Four creating a fully manageable and controlled user environment. The District deployed an additional 300 workstations, and the computing infrastructure was enhanced with a high-speed backbone between closets with 10/100 switching to the desktop. The District is well on the way to meeting the objectives of their technology plan.

### **Greenwood County School District 50**

Greenwood County School District 50 implements Gigabit Ethernet WAN...

Greenwood County School District 50 migrated from an aging Token Ring network to a Gigabit Ethernet WAN ring and Ethernet at each site. All seventeen sites are connected via Gigabit fiber with a Catalyst 4500 at each site providing routing between the sites and inter-VLAN routing for the network inside each school. CSI provided project management and implementation services and was able to transition from the Token Ring WAN to the new Gigabit WAN with almost zero downtime. Greenwood 50 is ready to begin utilizing this bandwidth for voice and video. Greenwood 50 has recently awarded their District-Wide Cisco IP Telephony Project to CSI.

#### Lexington School District Three

Lexington School District Three Implements IP Telephony

CSI and Lexington School District Three implemented a converged network, running voice and data over their IP network. Cisco CallManagers provide IP phone service and a Cisco Unity server provides voice messaging. Lexington Three has realized a savings on their phone bill and has been able to cost effectively provide phones in classrooms for added safety without additional cabling. Teacher-parent communications are much more convenient and efficient. Wireless IP phones were also implemented for use by principals and technology staff, who roam the campus regularly. Lexington Three is now in the process of implementing a fiber and wireless WAN and the existing CallManager servers will easily scale to support the entire district.

#### **Marion County School District 1**

Marion County School District 1 is implementing today with foresight to the future...

Al Blake and Kevin Owens developed their technology plans for Marion County School District 1 with a vision of technology 4 years from today. CSI assisted the County with designing a switching and cabling infrastructure that will deliver upon these visions to make them a reality. MSD1 upgraded their cabling infrastructure to accommodate 5 CAT5e drops to each classroom; they also implemented multimode fiber backbone to all intermediate distribution frames. With visions of converged voice/video/data in mind, MSD1 chose the Catalyst 6000 and 3500 series to delivers highly available secure converged network services designed to address the increased requirements for gigabit scalability, high-availability, rich services, and multilayer switching.

#### Rock Hill School District Three

Rock Hill School District Three builds a foundation for the future...

Rock Hill School District Three of York County, South Carolina, has implemented a network that opens the world of on-line information resources to all of its students. During the summer of 2001, Rock Hill School District Three built upon its existing infrastructure to provide ready and reliable access to all users of the network. The improved infrastructure was designed with solid core Layer 3 switching and a high-speed backbone to prepare for future converged applications. The District's primary file and print servers were replaced to increase throughput, storage capacity, and service offerings. District-wide file and print servers were upgraded to take advantage of the advanced features of Novell NetWare 5.1.

#### Spartanburg School District Three

Spartanburg School District Three 'Keeps It Clean"

In the summer of 2000, Spartanburg School District Three became the first school district in South Carolina to implement a 100% Windows 2000 network. In the summer of 2001, this was augmented with the implementation of a Cisco PIX Firewall solution complete with WebSense content filtering. The transparent filtering of web content insures a safe and appropriate experience on the Internet for all users of the network.

# CLIENT REFERENCES (PROPRIETARY)

#### Anderson School District Three

Iva, SC

#### Giles Earl

2005 - District Wide Switch upgrade

IT Director

2005- Wireless WAN Metro-E implementation

2001A Easley Highway Piedmont, SC 29673 864-947-4616

earleg@anderson3.k12.sc.us

## **Bamberg School District Two**

Denmark, SC

Rodney Anderson

Director of Technology & Finance

Box 345

Denmark, SC 29042

803-793-3346

Randerson@bamberg2.k12.sc.us

2004-2005 - 400 PCs, 100 laptop deployment

2005 - Fall, Metro E implementation

## Greenville County School District

Greenville, SC

Jim Finger

Director of Technology

301 Camperdown Way

Greenville, SC 29601

864-355-4100

jfinger@greenville.k12.sc.us

2005 - District wide Cisco IP Telephony implementation, centralized call processing, 120 locations, 8500 handsets.

2005 Cisco Wireless Network implementation, 24 locations with full wireless coverage.

### Rock Hill School District Three

Rock Hill, SC

Joel Whitesides

Director of Technology

P.O. Drawer 10072

Rock Hill, SC 29731

803-981-1030

joel@rock-hill.k12.sc.us

2004 - Metro-E

2005 – District wide implementation of a multisite centralized backup solution for Novell and Microsoft servers.

2005 - District wide migration of Novell NetWare 6.0 to Novell NetWare 6.5.

### Spartanburg School District Three

Glendale, SC

Donnie Elder

2005 - Microsoft Windows 2003 Server migration

2005 - Metro- E implementation

Director of Technology

PO Box 267

Glendale, SC 29346

864-579-8000

dmelder@spa3.k12.sc.us

# Spartanburg School District Five

Duncan, SC

Tom Taylor

Director of Technology

100 North Danzler Road Duncan, SC 29334

864-949-2350

taylorte@spart5.k12.sc.us

# Greenwood School District 50

Greenwood, SC

Gary West

**Technology Director** 

1855 Calhoun Road

Greenwood, SC 29648

864-941-5466

westg@gwd50.k12.sc.us

2004 - District wide Cisco IP Telephony implementation, centralized call processing, 24 locations, 500 handsets

**Newberry County School District** 

Newberry, SC

Steve Martin

Director of Technology

PO Box 718

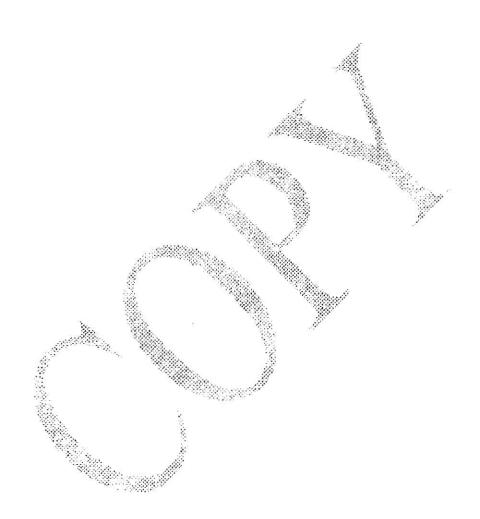
Newberry, SC 29108

803-321-2660

smartin@newberry.k12.sc.us

2005 - Outdoor wireless implementation in coordination with NCSO

COST
DETAILS (PROPRIETARY)
TOTAL PROPOSED (PROPRIETARY)



# **COST**

# **DETAILS (PROPRIETARY)**

CSI has included the detailed costs in the table below. We have also included proposed 471 attachments covering network maintenance services and network cabling services described previously in our proposal.

Per hour charge for work performed by a computer technician (level 1)	\$ 65.00
Per hour charge for work performed by a network analyst (level 2)	\$ 85.00
Per hour charge for work performed by a systems engineer (level 3)	\$ 100.00
Category 5e PVC Horizontal Network Drop (225ft)	\$ 155.00
Category 5e Plenum Horizontal Network Drop (225ft)	\$ 203.00
Category 6 PVC Horizontal Network Drop (225ft)	\$ 167.00
Category 6 Plenum Horizontal Network Drop (225ft)	\$ 221.00
6 Strand MM Fiber Vertical Backbone (350ft)	\$ 951.00
Number of hours notification required for Bidder response to non-emergency work	As Scheduled
Number of hours notification required for Bidder response to emergency work	4 hours
Hourly surcharge for work performed outside normal 5x9 work days	NONE
Charge for travel to/from site	1/2 hourly rate
Charge for travel within District	NONE
Price to District to provide software and hardware.	State Contract
NOTE: COST is defined as the actual price CSI Technology Resources pays for products from its distributors.	when applicable otherwise 8% above COST.
Any costs not listed above for which the District would be charged as part of the Bidder's normal support services.	NONE

# COST

# TOTAL PROPOSED (PROPRIETARY)

Basic Network Maintenance Service (One time fee for support of items listed in Table # 1)*	\$ 96,100.00
Network Router/Switch Installation/Maintenance Service (65 days of Level 111 SE service)**	\$ 52,000.00
Network Server Installation/Maintenance Service (65 days of Level III SE service)**	\$ 52,000.00
Structured Cabling Maintenance	Per District Need

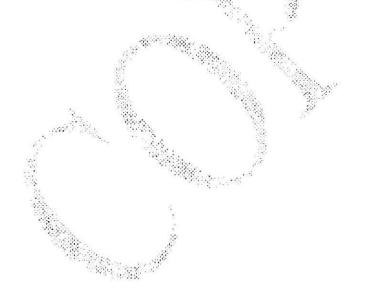
<sup>\*</sup>The Basic Maintenance Services being proposed are those services that are necessary if but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the school environment. The services that we are proposing under Basic Maintenance do NOT include services that maintain equipment that is not supported or that enhance the utility of equipment beyond the transport of information, or diagnostic services in excess of those necessary to maintain the equipment's ability to transport information

OR the installation and/or maintenance of products that are not E-Rate eligible. If services are being sought for product that is not E-Rate eligible then a separate contract must be signed.

<sup>\*\*</sup>The Installation/Maintenance Service can be used for EITHER fastallation and/or maintenance of E-Rate eligible products as described in the 2006 Eligible Service List (http://www.sl.universalservice.org/data/pdf/ESL\_archive/2006%20Eligible%20Services%20List.pdf)

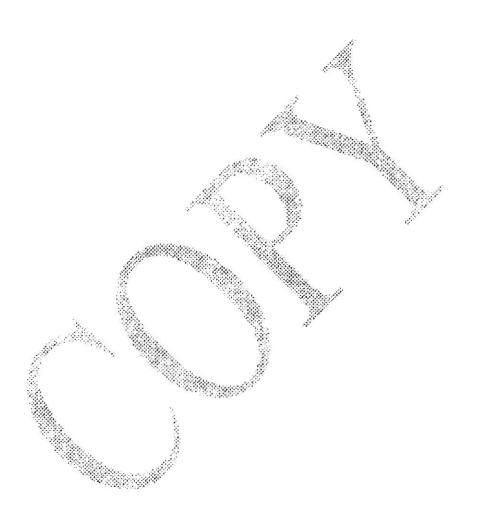
TABLE 1 - NETWORK INFRASTRUCTURE COMPONENTS

Network Infrastructure Components  # Components					
13	Cisco 3640 Routers				
4	Catalyst WS-C3550-12G switches				
45	Catalyst WS-C3508-XL-EN switches				
40	Catalyst WS-C3550-48-SMI				
25	Catalyst WS-C3550-24-SMI				
6	Catalyst C4506 switches chassis				
2	Catalyst WS-X4306-GB module				
1	Cisco PIX 515E firewall				
13	Dell Power Edge 6600 servers				
19	Dell Power Edge 6400 servers				



# **TERMS & CONDITIONS**

PURCHASE AGREEMENT FOR E-RATE CUSTOMERS NETWORK MAINTENANCE SERVICES AGREEMENT PROPOSED 471 ATTACHMENTS



# **TERMS & CONDITIONS**

# Computer Software Innovations, INC.

# PURCHASE AGREEMENT FOR E-RATE CUSTOMERS

	greement For E-rate Custon lowing documents:	ners (this "Agreement" or "Contract") specifically includes and is
1.	This Agreement	

Contract Number – \_\_\_\_

- 3. School District RFP Number WCSD-2006-001
- 4. Additional Terms and Conditions attached hereto as EXHIBIT A

2. Computer Software Innovations Inc.'s ERate 2006/2007 Proposal

and is entered into between Computer Software Innovations, Inc. ("CSI" or "CONTRACTOR"), a South Carolina corporation with offices at 1661 East Main Street, Easley, South Carolina 29640 and

Williamsburg County School District,

a non-profit school or library eligible for Universal Service funding, with offices at

423 School Street

Kingstree, SC 29556

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

"E-rate" - the Education Rate discount provided by the 1996 Telecommunications Act and designed to provide 20%-90% discounts to schools and libraries for eligible products and services.

"SLD" - Schools and Libraries Division, a not-for-profit organization, established by the Federal Communications Commission to administer the Universal Service Program for schools and libraries.

"E-rate Eligible Products" or "Products" - servers, hubs, switches, operating software, installation, wiring, and maintenance sold by CSI to be eligible for E-rate discounts in accordance with the rules adopted by the Federal Communications Commission. A list of E-rate Eligible Products can be obtained by contacting SLD.

"E-rate Customer" or "Customer" - non-profit school or library eligible for Universal Service funding applying for an E-rate discount on E-rate Eligible Products.

#### 2. PURCHASE AUTHORIZATIONS

#### A. E-rate Status

Customer represents and warrants that it qualifies to be eligible to receive E-rate discounts. THIS SIGNED AGREEMENT WILL CONSTITUTE A CONTRACT AS REQUIRED BY THE SLD.

#### B. E-rate Purchases

Customer represents and warrants that all purchases under this Agreement will be for its own use and are eligible for E-rate discounts as specified by the SLD guidelines.

#### 3. ORDERING, PRICE, DELIVERY, PAYMENT

#### A. Ordering

i. Purchase orders should be submitted directly to CSI at the following address or fax number:

Computer Software Innovations, Inc. Attn: E-rate Order 1661 East Main Street Easley, SC 29640 Phone: 864-855-3900 Fax: 864-855-1429

ii. All orders must include: 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) product description; 6) product price; 7) ship to location; 8) bill to location and 9) the contract number of this Agreement. Customers should not include items from other manufacturers or non-contract items on the purchase order. PURCHASE ORDERS FOR E-RATE ELIGIBLE PRODUCTS SHOULD ALSO INCLUDE THE E-RATE DISCOUNT THE CUSTOMER IS ELIGIBLE FOR AND SHOULD BE ACCOMPANIED BY A COPY OF THIS AGREEMENT THAT HAS BEEN EXECUTED BY BOTH PARTIES AND A COPY OF THE NOTIFICATION OF FUND COMMITMENT FROM THE SLD, VERIFYING CUSTOMER'S DISCOUNT AMOUNT. SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE DISCOUNTS. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY CSI.

- iii. Orders are delivered directly to the user institution. Customer may call 864-855-3900 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement shall not be applicable hereto or binding on CSI.
- iv. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, CSI WILL MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE.

#### B. Price

Prices are set per the Proposal and are inclusive of applicable South Carolina state taxes.

#### C. Funding Commitment Decision by SLD

The Schools and Library Division will issue a Funding Commitment Decision Letter for each Funding Request Number ("FRN") submitted. Each FRN will be denied, partially funded, or fully funded. For denied requests, the institution can either fund 100% of the Funding Request amount on their own or fully funded or partially funded FRNs can be modified through a service substitution request to the SLD if specific equipment is discontinued. CSI will assist the School District with the SLD service substitution process.

#### D. Delivery

Products will be shipped freight prepaid to Customer. Title to each Product shall pass to Customer upon delivery by CSI or it's supplier to a common carrier for shipment. Risk of loss or damage to each product shall pass to Customer upon delivery to Customer or to Customer's designated shipping address.

#### E. Payment

The customer has the right to choose whether the SPI Payment or BEAR Payment method is used. When the SPO method is chosen, invoices for products/services rendered under this contract will be submitted when the products/services have been delivered/completed. Payment of the Customer's portion of the price for such services will be due within thirty (30) days from the date of the invoice. CSI reserves the right to issue partial invoices for services when work is completed in phases.

E. Customer shall pay a late payment fee of 1.5% per month or the maximum lawful rate, whichever is less, on any past due balance.

#### 4. RETURNS AND EXCHANGES

In order to avoid returns or exchanges, Product configurations should be verified with a CSI representative prior to issuing a purchase order. In the event that a Product return is the result of defective merchandise or an error on the part of CSI, shipping charges shall be borne by CSI. All returns or exchanges must be approved in advance by a CSI designated Customer Service Representative (CSR). The CSR shall issue a Return Material Authorization (RMA) number, which shall remain valid for a period of fourteen (14) calendar days from the date of issuance. All materials must be received within the RMA validation period.

#### 5. LIMITED WARRANTY

The warranty for Products supplied under this Agreement shall be the manufacturer's standard limited warranty as set forth in the documentation, which accompanies each Product.

CSI MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PERFORMANCE OF PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. THE LIABILITY OF CSI FOR DAMAGES CAUSED BY DEFECTIVE PRODUCTS IS LIMITED TO THE TERMS OF THE LIMITED WARRANTY STATEMENT ISSUED BY THE MANUFACTURER.

#### 6. LIMITATION OF REMEDIES/ LIABILITY

In all situations involving the performance or non-performance of Products, Customer's remedy is set forth in Section 5 of this Agreement. For any other claim brought by Customer against CSI, regardless of the form of action, CSI's liability shall not exceed the lesser of (i) Customer's actual damages caused by the breach; or moneys actually paid to CSI under this contract.

IN NO EVENT SHALL CSI BE LIABLE FOR LOST DATA, LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, EVEN IF CSI HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

ANY ACTION AGAINST CSI MUST BE BROUGHT WITHIN 12 MONTHS AFTER THE ALLEGED ACT OR OMISSION GIVING RISE TO DAMAGES.

#### 7. SOFTWARE LICENSE

The terms and conditions applicable to software provided with the Products shall be those stated on the applicable Program License Agreement or end-user License Agreement that accompanies the software.

# 8. TERM OF AGREEMENT

This agreement shall commence on TBD and end on TBD. This Agreement can be voluntarily extended annually at the end of the contract period for an additional Three (3) Years

#### 9. APPLICABLE LAW

THIS AGREEMENT AND ALL TRANSACTIONS CONSUMMATED HEREUNDER SHALL BE GOVERNED EXCLUSIVELY BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

#### 10. NO WAIVER

The waiver of any one right or default shall not waive subsequent rights or defaults of the same or different kind.

#### 11. ENTIRE AGREEMENT

This Agreement and all documents referred to or incorporated herein by reference contain all the agreements, warranties, understandings, conditions, covenants and representations made between Customer and CSI related to the subject matter of this Agreement. Neither CSI nor Customer shall be liable for any agreements, warranties, understandings, conditions, covenants, or representations that are not expressly set forth in this Agreement. Any modifications and amendments to this Agreement must be in writing and signed by a duly authorized agent or representative of CSI and Customer.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FACSIMILE SIGNATURES ARE DEEMED EQUIVALENT TO ORIGINAL SIGNATURES FOR PURPOSES OF THIS AGREEMENT.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

CUSTOMER - Williamsburg County School District
SIGNATURE
PRINT NAME
TITLE
DATE
Computer Software Innovations, Inc.
SIGNATURE
PRINT NAME
TITLE
DATE

# EXHIBIT A

### **Additional Terms and Conditions**

Contract	Number	 	-

#### SCOPE OF WORK

When selected to provide services hereunder, the CONTRACTOR agrees, in total and complete satisfaction of the requirements of this Agreement, and in a first class manner, to provide the services specified in this Agreement. The CONTRACTOR warrants that it is qualified to provide such services, that it will meet all of the requirements of the Customer, and that it will continue to meet all the requirements of the Customer throughout the performance of its duties hereunder. In the event that there are any disagreements between the parties with regards to the requirements of the Customer, arising from the interpretation of this Agreement, or otherwise, the CONTRACTOR agrees to defer to the reasonable interpretations of the Customer as may from time to time, be made by the Customer. If the CONTRACTOR does not accept the interpretation of the Customer, the CONTRACTOR will notify the Customer in writing within fifteen calendar (15) days of receipt of the interpretation. The parties will meet promptly to discuss the issue. If the parties are unable to negotiate a solution, the issue shall be submitted and resolved pursuant to South Carolina (S.C.) Code Section 11-35-4230. The parties understand and agree, however, that they have a duty to perform and, in all respects, conduct themselves under this Agreement in good faith and with fair dealing pursuant to S.C. Code Section 11-35-30.

#### 2. GENERAL PERFORMANCE STANDARDS

The CONTRACTOR agrees that its performance under this Agreement shall be in accordance with the standards of operations set forth below.

- 2.1 Substitution of Materials Requires Prior Approval. The CONTRACTOR agrees that it will not substitute materials or services without prior approval from the Customer.
- 2.2 Permits and Licenses. During the term of this Agreement, the CONTRACTOR shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the State of South Carolina ("State"), county, city or other government entity necessary to accomplish the work specified in this Agreement.
- 2.3 Observation of OSHA Safety and General Job Site Safety Practices. The CONTRACTOR agrees to observe all OSHA job site safety practices in providing services under this Agreement. Specifically, the CONTRACTOR agrees that it will not place agency personnel at unnecessary risk during the installation of its services under this Agreement.

#### 3. STATUS AS INDEPENDENT CONTRACTOR

The CONTRACTOR'S status shall be that of an independent contractor and not as an agent or employee of the Customer or the State.

#### 4. NONASSIGNABILITY

The CONTRACTOR or the Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Any assignment, transfer or delegation without such consent shall be void.

#### 5. NON-DISCRIMINATION

The CONTRACTOR agrees that personnel performing services under this Agreement will not be discriminated against on the basis of race, sex, age, religion, national origin, or handicap and to comply with the requirements of the Americans with Disability Act or other applicable laws concerning the provisioning of the services hereunder.

#### DUTY TO PROVIDE DRUG-FREE WORK PLACE

The CONTRACTOR, pursuant to South Carolina Code 44-107-30, carrifies that it provides a drugfree work place and will do so throughout the duration of this Agreement.

#### 7. INSURANCE

The CONTRACTOR shall maintain, throughout the performance of its obligations under this Agreement, a policy or policies of Worker's Compensation insurance, with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of persons, and damage to, and destruction of, property arising out of, or based upon, any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents.

# 8. TERMINATION FOR CONVENIENCE

This Agreement or any services provided by the CONTRACTOR under the solicitation may be canceled by the CONTRACTOR or the Customer at any time and for any reason, upon providing either party with ninety (90) days notice prior to the effective date of said cancellation. There shall be no termination or like charges to the Customer in the event of cancellation pursuant to this provision, and the Customer shall pay any outstanding balance on invoices for services delivered prior to the effective date of said cancellation but shall not be liable for any further charges. In the event that this Agreement or a particular service is terminated or canceled without the ninety (90) day advance written notice, the Customer shall negotiate reasonable termination costs, if applicable.

### 9. FORCE MAJEURE

- The CONTRACTOR shall not be liable for any excess costs if the failure to perform under this Agreement arises out of causes beyond the control, and without the fault or negligence, of the CONTRACTOR. The Customer shall not be liable for any failure to pay for the services solicited under the solicitation or for any breach of contract if the failure or breach arises out of causes beyond the control, and without the fault or negligence, of the Customer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control, and without the fault or negligence, of the party failing to perform.
- 9.2 If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required delivery schedule.
- 9.3 If the CONTRACTOR shall, as a result of any cause under 23.1 above, fail to substantially perform essential obligations hereunder (meaning the basic ability to communicate via the services herein provided) and should said delay exceed five (5) business days, the Customer may terminate the services(s) or supplies, or any portion thereof without termination charges or any other liability, except for services already provided, for the life of this Agreement.

#### 10. CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

The CONTRACTOR will be solely responsible for performance under this Agreement. The Customer will rely upon the CONTRACTOR for full, complete, and satisfactory performance under the terms and conditions of this Agreement, and for any relief, or judgment which may be requested by the Customer to the CONTRACTOR or which may be entered against the CONTRACTOR in any litigation which may arise under this Agreement or the relationship between the parties.

#### 11. LEVEL OF PERFORMANCE/RELIABILITY

The CONTRACTOR agrees to provide all facilities/services under this Agreement in accordance with the performance and reliability standards prescribed by, and filed with, the FCC and South Carolina Public Service Commission.

## 12. AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR shall comply with the ADA as applicable.

#### 13. TAXES

The Customer is exempt from federal excise taxes, and such taxes shall not be added to the CONTRACTOR'S prices nor included on the CONTRACTOR'S invoices. To the extent that any tax of any kind is charged to the CONTRACTOR as a result of providing services under this Agreement, then, and in that event, such tax shall be billed to the Customer. The CONTRACTOR agrees that it will take no action that interferes with the Customer's tax exempt status.

#### 14. DISPUTES AND RESOLUTIONS

All disputes between the parties hereunder shall be submitted and resolved pursuant to South Carolina Code Section 11-35-4230. Any judicial proceedings by either party arising under this Agreement shall be pursued in the Circuit Court of the State of South Carolina, Richland County.

### 15. BREACH/WAIVER

The waiver of any one right or default shall not waive subsequent rights or defaults of the same or different kind. No term or provision hereof shall be deemed waived inless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for, any different or subsequent breach.

#### 16. EMPLOYMENT OPPORTUNITY

The CONTRACTOR agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violative of Title VII of 1964 Civil Rights Act or the South Carolina Human Affairs Law.



#### 17. NOTICES AND AGENTS

Any and all notices permitted or required hereunder shall be deemed duly given:

- Upon actual delivery, if delivery is by hand; or
- B) Upon receipt by the transmitting party of confirmation or answer back if delivery is by telex or telegram; or
- C) Upon deposit into the United States mail, if delivery is by registered or certified mail, return receipt requested.

Each such notice shall be sent to the respective party at its regular business address as follows:

#### As to the Customer:

Williamsburg County School District

**423 School Street** 

Varnville, SC 29944

Attn: Betty Woodward

#### As to CONTRACTOR:

Computer Software Innovations, Inc.

1661 East Main Street

Easley, SC 29640

Attn: Tom Clinton

Manager - Contracts and Business Relations

#### 18. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

### 19. SUCCESSORSHIP

This Agreement is binding upon the respective successors and assigns, if any, of the parties thereto, except that nothing contained herein shall be construed to permit any attempted assignment which would be unauthorized.

#### 20. COOPERATION

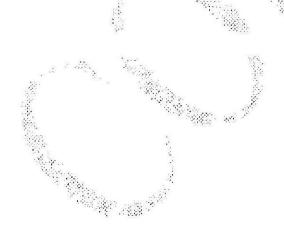
The Customer agrees to cooperate with CONTRACTOR, as requested, and to make available to the CONTRACTOR such staff, information, access to facilities, etc. necessary to assure satisfactory performance of its obligations under this Agreement.

#### 21. ORDERING LIMITATIONS

The CONTRACTOR shall accept purchase orders from no source except Customer, or a representative designated by Customer by written notice. Any orders entered by contract in violation hereof will be null and void ab initio without liability for payment or otherwise against either the Customer or the individual entity involved.

#### 22. WHOLE AGREEMENT

As stated above, this Agreement and all documents referred to or incorporated herein by reference is the entire agreement between the parties with respect to participation in the provision of the products and services and, with the applicable Customer purchase orders constituting Customer contracts and arising here from, to furnishing services hereinider. The terms and conditions of this Agreement shall prevail notwithstanding any variance from the terms and conditions of any purchase or change orders submitted by the Customer to the CONTRACTOR.



# **NETWORK MAINTENANCE SERVICES AGREEMENT**

This Network Technical Services Agreement ("Agreement") between Computer Software Innovations, Inc., with principal offices at 1661 East Main Street, Easley, South Carolina 29640 (hereinafter referred to as "Computer Software Innovations, Inc.") and Williamsburg County School District with principal offices at 423 School Street, Kingstree, SC 29556 (hereinafter referred to as the "District") is entered into TBA, and specifically includes and is subject to the following documents:

Williamsburg County School District RFP# - WCSD-2006-001

The TBA Computer Software Innovations, Inc. Proposal of Services offered in response to RFP# - WCSD-2006-001

1. Schedule A - Network Hardware and Software to be Maintained

and therein outline the terms and conditions for E-Rate Eligible Network Maintenance Services for the period July 1, 2006 through September 30, 2007.

Any E-Rate ineligible computer and network support services requested by the District will be provided separately by Computer Software Innovations, Inc. under the terms of the S. C. State Contract for Temporary IT Personnel.

# 1. General Contract Coverage.

This Agreement applies to all of the E-Rate eligible sites and items located in the District, and any E-Rate eligible components and/or services acquired and/or implemented by the District during the Term of this Agreement.

This Agreement is a time and materials contract for non-recurring services and is not contingent upon The District receiving an approved Funding Commitment Decision Letter from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC"). The District may request Computer Software Innovations, INC. to begin work prior to notification by the SLD or to begin work after notification by the SLD. IN EITHER CASE, THE DISTRICT IS RESPONSIBLE (SUBJECT TO THE LANGUAGE OF SECTION 5.F) AND SECTION 5.G) OF THIS AGREEMENT) FOR 100% OF THE PRICE OF ALL PRODUCTS PROVIDED, AND ALL WORK PERFORMED, BY Computer Software Innovations, INC. RESULTING FROM THIS AGREEMENT. The District is also responsible for ensuring the accuracy of all information sent to the SLD.

a) Service Responsibilities of Computer Software Innovations, Inc. Computer Software Innovations, Inc. shall provide the District with E-Rate eligible installation and configuration of networked systems expansion and/or upgrade projects consisting of eligible network components including wire line and wireless LAN infrastructure. The services provided will include provision of necessary UTP and multi-mode fiber optic cabling necessary to maintain operation of the District's networks within the goals of the District's Technology Plan. All of the materials and services provided to The District under the terms of this Agreement are billable if

authorized by The District. During the term of this agreement, Computer Software Innovations, Inc. will perform these support services for the networked systems at The District as requested by The District, in accordance with the following:

- a) Upon award and initiation of this contract to Computer Software Innovations, Inc. the Computer Software Innovations, Inc. project manager responsible for providing these services will meet with the District to plan a baseline service schedule.
- b) Computer Software Innovations, INC. AND THE DISTRICT ARE MUTUALLY RESPONSIBLE FOR ASCERTAINING THAT THE DISTRICT WILL FILE AN FCC FORM 486 PRIOR TO 120 DAYS AFTER INITIAL DELIVERY, BY Computer Software Innovations, INC., OF SERVICES THAT ARE DEPENDENT UPON RECEIPT OF SLD COMMITTED E-RATE DISCOUNTS.

# 2. Responsibilities of District.

- a. District shall provide Computer Software Innovations, Inc. a list of employees authorized to call Computer Software Innovations, Inc. to request services. The list is not to exceed three employees per District.
- b. District is responsible for paying invoices in a timely manner. Computer Software Innovations, Inc. reserves the right to cancel or suspend this service agreement if District becomes delinquent or defaults in payment of debt or open accounts receivable held by Computer Software Innovations, Inc. or any of its members, agents, or affiliates. Any invoice not paid within thirty (30) days is subject to account maintenance charges at the rate of 2% per month (24% annually) or, if such charges are limited or otherwise affected by applicable law, the maximum amount permitted by law.
- c. THE DISTRICT AND Computer Software Innovations, INC. ARE MUTUALLY RESPONSIBLE FOR ASCERTAINING THAT THE DISTRICT WILL FILE AN FCC FORM 486 PRIOR TO 120 DAYS AFTER INITIAL DELIVERY, BY Computer Software Innovations, INC., OF SERVICES THAT ARE DEPENDENT UPON RECEIPT OF SED COMMITTED E-RATE DISCOUNTS.
- d. It is the responsibility of District to ensure that all of its files and data are adequately maintained, duplicated and documented. Computer Software Innovations, Inc. will not be responsible for District's failure to do so. Computer Software Innovations, Inc. will assist District's personnel in performing backups and restores as a part of this contract; however the District shall be responsible for the security and storage of all backup media.
- e. Computer Software Innovations, Inc. shall not be liable for delay in furnishing or failure to furnish services if such delay or failure is caused by an act of God, strike, governmental action, or any cause beyond the reasonable control of Computer Software Innovations, Inc.

Term. This Agreement shall commence on <u>TBD</u>, and continue through <u>TBD</u> unless terminated by either party. If, during the term of this Agreement, it becomes appropriate to consider (1) an extension of the Term of the Agreement, (2) a renewal of the Agreement, or any other change or amendment to the Agreement; an Addendum to the Agreement may be executed by agreement and acceptance of both parties hereto.

#### 3. Price and Payment.

- a) The District will pay Computer Software Innovations, Inc. an hourly fee for services provided when requested and authorized by the District. For services provided by Level 3 personnel (Systems Engineer), there will be a charge of \$100.00 per hour or \$800.00 per day. For services provided by Level 2 personnel (Network Analyst), there will be an hourly charge of \$85.00. For services provided by Level 1 personnel (Computer Technician), there will be an hourly charge of \$65.00.
- b) All network hardware, components, parts and network software necessary to maintain the District's network within the normal goals of the District's technology plan provided by Computer Software Innovations, Inc. will be priced from South Carolina State Contract where applicable, or at Computer Software Innovations, Inc.'s cost plus 8% plus shipping (if any) and retail sales tax.
- c) All cabling maintenance adds, moves and changes requested by the District will be provided at the pricing provided in the December 14, 2005 Computer Software Innovations, Inc. Proposal of Services offered in response to <u>RFP#WCSD-2006-001</u>.
- d) Computer Software Innovations, INC. will invoice The District monthly, or more frequently at the pleasure of the parties, and the invoices will be discounted by the amount of the funded E-rate discount. The invoices will itemize the hours billed per person and the expenses incurred. The invoices will be accompanied by backup documentation as required by the District.
- e) The District will pay all properly submitted invoices within 30 days of the invoice date.
- f) Immediately upon invoicing the District, Computer Software Innovations, Inc. will invoice USAC-SLD by the filing of Form(s) 474 Service Provider Invoice.
- AT THE END OF EACH MONTH AFTER FRING OF THE INITIAL FORM 474, Computer Software Innovations, INC. WILL PROVIDE THE DISTRICT WITH A REPORT (FOR THE FUNDING YEAR TO DATE) OF ALL E-RATE DISCOUNTS PROVIDED THE DISTRICT ON Computer Software Innovations, INC. INVOICES, THAT ARE, TO DATE, UNCOLLECTED BY Computer Software Innovations, INC. FROM USAC-SLD. This feature of the Agreement will ensure that the District and Computer Software Innovations, Inc. are mutually informed of their exposure to possible denial of payment for any reason by USAC-SLD.
- 4. Service Hours. Computer Software Innovations, Inc. services are available from 8:30am until 5:00pm Monday through Friday except the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. After hours support is available from 5:00pm to 8:30am Monday through Friday at standard rates per hour. Weekend support is available from 5:00pm on Friday until 8:30am on Monday at standard rates per hour.
- 5. Service Response Time. Computer Software Innovations, Inc. will develop a mutually agreed upon schedule upon commencement of contract activities. Computer Software Innovations, Inc will make every effort to provide onsite services within 4 Business hours after receiving a call for services that are not scheduled.

## 6. Limitation of Liability and Warranty.

- a. Computer Software Innovations, INC. warrants that it has special expertise in the design, configuration, installation, maintenance and management of networked information systems and that it will perform the work hereby undertaken with its best efforts, in accordance with customary and generally accepted professional standards and practices, and in compliance with all applicable federal, state and local laws, regulations and orders.
- b. Computer Software Innovations, Inc. disclaims all other warranties (including all implied Warranties of merchantability and fitness for a particular purpose.)
- c. In no event shall Computer Software Innovations, Inc. be liable for any damages resulting from loss of data, loss of profits, loss of use of products or equipment, or for any incidental or consequential damages, even if advised of the possibility of such damages. District's right to recover damages caused by Computer Software Innovations, Inc. fault or negligence shall be limited to moneys actually paid by District for services involved. This limitation of Computer Software Innovations, Inc. liability shall apply regardless of the form of action, whether in contract or tort including negligence. Any action against Computer Software Innovations, Inc. must be brought within 12 (twelve) months after the alleged act or omission giving rise to damages.

#### 7. General

- a. Either party may cancel the Agreement at any time, effective thirty (30) days from the date of the written notice given by either party advising of cancellation.

  Cancellation may be due to a breach of this Agreement or for any reason necessary, but will not take effect until thirty (30) days from written notification. The District agrees to pay all stims owed through the date of termination and Computer Software Innovations, INC. agrees to furnish all service through the date of termination. All other provisions of the Agreement not in conflict with this provision shall remain in full force and effect.
- b. The terms and conditions of this Agreement prevail over the terms and conditions of any order submitted by District for Services under this Agreement.
- c. The interpretation of the terms and provisions of this Agreement shall be governed by the laws of the State of South Carolina.

Disputes and Resolution: This Agreement will be governed, construed and enforced in accordance with the laws of the State of South Carolina, without recourse to the conflicts of laws provisions thereof. All disputes that may arise between the parties hereunder out of or in any matter relating to this Agreement or the breach thereof, shall be submitted to and settled by binding arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Any arbitration proceeding shall take place in Richland County, South Carolina, without regard to South Carolina's conflict of laws rules.

8. Notices. All notices, invoices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given only if and when: (1) personally delivered (including by means of a messenger service), or (2) delivered by United States mail (registered or certified) return receipt requested, or (3) when delivered (and receipted for) by an overnight delivery service.

Each such notice shall be sent to the respective party at its regular business address as follows:

As to the District:

Williamsburg County School District

Atm: TBD

423 School Street

Kingstree, SC 29556

As to Computer Software Innovations, Inc.:

Computer Software Innovations, Inc.

Attn: Tom Clinton

1661 East Main Street

Easley, SC 29640

- 12. Status of Parties. Computer Software Innovations, INC. is an independent contractor and not an employee, agent, or partner of or a joint venture with The District. All employees, servants or agents of Computer Software Innovations, INC. retain the status of Computer Software Innovations, INC. as an independent contractor and not an employee, agent or partner of or a joint venture with the District.
- 13. Subcontracting or Assignment. Computer Software Innovations, INC. will not subcontract or assign the work undertaken or any of its obligations or rights under this agreement without The District's prior written consent.
- 14. Confidentiality. Computer Software Innovations, INC. acknowledges and agrees that all information (whether verbal or watten) about the District and the District's business disclosed to Computer Software Innovations, INC. by the District or learned by Computer Software Innovations, INC during the performance of the work hereunder is "Confidential Information." Such Confidential Information is the District's sole property and this Agreement does not give Computer Software Innovations, INC. title or any rights to or any interest in the same. Computer Software Innovations, INC. agrees that it will disclose the Confidential Information only to those of its employees who have a need to know it for purposes of performing this Agreement and who have agreed to hold it in confidence as provided herein; will take such steps as are necessary to prevent any unauthorized disclosure of the Confidential Information; will not produce, sell, offer for sale or otherwise commercially exploit or make any use whatsoever of the Confidential Information (except to perform this Agreement) without the District's prior written consent; and will promptly deliver the Confidential Information and all copies thereof to the District at any time upon the District's written request. The foregoing confidentiality obligations do not extend to any information which was known to Computer Software Innovations, INC. and in its possession prior to commencing work hereunder (as evidenced by Computer Software Innovations, Inc.'s prior written records); is proven to have been in the public domain at the

time of disclosure by The District; is proven to have been rightfully obtained hereafter from a third party which had no obligation of confidentiality to the District with respect thereto; or is required to be produced by governmental laws or regulations or judicial orders, provided that Computer Software Innovations, INC. notifies the District promptly in writing that such production has been requested and takes all reasonable steps to protect any information produced from public disclosure.

- 15. Contacts. The District's Contracting Officer for this work will be TBD, and the Computer Software Innovations, INC. Contracting Officer will be Laurin Oswald, Operations Manager. These persons will be responsible for all communications, decisions and approvals in connection with the work.
- 16. Insurance. During the term of this agreement, Computer Software Innovations, INC. will maintain, at is own expense, the following insurance coverage, as evidenced by insurance certificates provided to The District on request: statutory worker's compensation and employer's liability; comprehensive general public liability in the amount of \$1 million bodily injury/property damage per occurrence; and automotive liability in the amount of \$1 million bodily injury/property damage per occurrence.
- 17. Force Majeure. Computer Software Innovations, INC. will not be liable for any delays in performance hereunder due to events beyond its reasonable control (including, without limitation, acts of God, fire, flood, acts of war, acts of sovereign governments, and labor disputes) provided that it gives prompt notice of the nature and extent of the delay to the District, and further provided, that if such event continues for a period of more than five (5) days, the District may terminate this Agreement upon written notice to Computer Software Innovations, INC., without further obligation in Computer Software Innovations, INC. hereunder.
- 18. Termination. If either party breaches any warranty hereunder or any provision of this Agreement, the other party may terminate this Agreement upon written notice, without further obligation hereunder, and/or may pursue any remedies available to it hereunder or at law or equity.
- 19. Entire Agreement, Amendments. This Agreement, and all documents referred to or incorporated herein by reference including any Amendments and/or Addenda, contain all the agreements, warranties, iniderstandings, conditions, covenants, and representations made between the District and Computer Software Innovations, Inc., related to the subject matter of this Agreement; and supersedes any prior agreements between them concerning the matters covered. In the event of a conflict between this Agreement and any District purchase order or any other document or form of the parties, this Agreement will supersede and govern. This Agreement may not be amended or modified except by a written amendment executed by both parties.
- 20. Waiver. The failure of either party at any time to exercise any of its rights under the Agreement will not be deemed to be a waiver of such rights and will not in any way prevent such party from subsequently asserting or exercising such rights or any other rights hereunder.

- 21. Severability. If any provision of the Agreement is or becomes invalid, in whole or part, under any applicable law or regulation, it will be deemed stricken and the rest of the Agreement will remain in full force and effect.
- 22. Parties. This Agreement is binding on the District and Computer Software Innovations, INC. and their respective directors, officers, employees, agents, successors and any duly authorized assigns.



### Notice to the Parties

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STATED ON THE PREVIOUS PAGES AND IN THE FOLLOWING APPENDICES. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, YOU AGREE THAT THIS IS THE COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND Computer Software Innovations, INC. WHICH SUPERSEDES ALL OTHERS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT IS NOT EFFECTIVE UNTIL ACCEPTED BY COMPUTER SOFTWARE INNOVATIONS, INC.

Williamsburg County School District
Name:
Title:
Signed:
Date:

**Attachment Number: Basic Maintenance** 

Page 1 of 1

CSI Technology Resources, Inc. SPIN Number: 143017811

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Williamsburg County School District Entity Number: 127201

Contract Number: TBD
Contract Expiration Date: TBD

470 Application Number: 569480000550067 471 Application Number: TBD FRN Number: TBD

18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Total	Equipment Description.	Manu	ifacturer's Part Number	Qty.	ale Price	Êxt	ended Price	Sale	s Tax	Total Cost
\$	96,100.00	Total Location									
\$	96,100.00	Basic Network Maintenance Basic Maintenance Support for Era eligible products	te		1	\$ 96,100.00	\$	96,100.00	\$		\$ 96,100.00
							N	etwork Main	tenance	Total:	\$ 96,100.00

Attachment Number: Installation/Maintenance

Page 1 of 1

CSI Technology Resources, Inc. SPIN Number: 143017811 Williamsburg County School District Entity Number: 127201

Contract Number: TBD
Contract Expiration Date: TBD

470 Application Number: 569480000550067 471 Application Number: TBD FRN Number: TBD

1	otal	Equipment Description	Manufacturer's Part Number	Qty.	Sale	Price	Ext	ended Price	Sales	l <b>ax</b>	Total Cost	Éligibliliy
\$	83,200.00	Total Location										
\$	52,000.00	Network Router/Switch Installation or Maintenance										
		Installation/Maintenance Support for Erate eligible products	. <b></b> ?	65	\$	800.00	11.00	52,000.00	INVESTIGATION INCOME.	- \$	52,000.00	100%
					Total R	outer / S	witch	Maintenan	ce/installat	lon: \$	52,000.00	
\$	31,200.00	Network Server Installation or Maintenance										
		Installation/Maintenance Support for Erate eligible products		65	\$	800.00	\$	52,000.00	\$	- \$	52,000.00	60%
						Total S	erve	r Maintenan	ce/Installat	ion: \$	52,000.00	
								Ineli	gible Amo	unt: \$	20,800.00	
								Ell	gible Amo	unt: \$	31,200.00	

<sup>\*</sup> Product eligibility of server installation/maintenance is limited to specific functionality, at the time of filing consideration should be lent to the eligibility percentage based upon intended usage.

<sup>\*</sup> The proposed eligiblity percentage is determined by using cost allocation based upon the functionality of the server as follows:

Application Services	Yes
Data Storage	Yes
<b>Email Services</b>	No
<b>DHCP Services</b>	Yes
Domain Name Services	Yes
Web Services	Yes

<sup>\*</sup> The proposed eligiblity percentage is est 60%

Attachment Number: \_\_\_\_

CSI Technology Resources SPIN Number: 143017811

Contract Number: TBD
Contract Expiration Date: TBD

Site Name: School A (400 Cat6 drps)

Entity Number: 127201

470 Application Number: 569480000550067

471 Application Number: TBD

FRN Number: TBD

Part Number	<u>Manufacturer</u>	Description	Qty		Constitution of the state of th	THE OWNER OF TAXABLE PARTY.	nded Cost
6NP4P24-BL-S-GCC-PV	Comm W&C	Cat 6 PVC	88650	\$	0.12		10,638.00
HXJ80R	Hubbell	Jack HXJ Cat6 Univ.	400	\$		\$	2,064.00
IFP120W	Hubbell	FACE PLAT	49	\$	100000	\$	61.25
SFB10	Hubbell	Snap-in BLNK 10/Pk of Wht		\$	3	\$	•
M-RO-6-DN-A-L-BK-GCC	GENERAL	6 Strand Ind/Out		\$		5	-
FPR3SP	Hubbell	Unloaded Fiber Box		\$		\$	•
FSPSC03	Hubbell	6pk PNL 3SM/MM DPLX		\$	7/20/20/20/20	\$	
P648U	Hubbell	48P CAT^ Univ. Patch Pnl	11	\$	242.72		2,669.92
P624U	Hubbell	24P Cat6 Univ. Patch Pnl		\$	1.0000000000000000000000000000000000000	\$	
3NP25P24-GY-R-10K-GCC-		Cat3 25 Pair PVC		\$		5	•
S110AB2-100FT	Siemon CO	100PR Base w/Legs Labels		\$	21.36	-	-
\$110AB2-300FT	Siemon CO	300PR Base w/Legs Labels		\$		S	•
95-000-40	Corning CBL.	Conn Unicam Compst SC-MM		\$	9.52	- 34	•
GBSC2-D2-02	Allen Tel	SC TO SC DPLX M/MODE 2MTR	_	\$	27.01	S	
SSP100	STI INC.	Putty 36CU in Tube	В	S	(meaning)	S	163.20
SSS100	STI INC.	Sealant 10.1oz Tube	8	\$		S	79.76
SB-477	B-Line TelCM	13 1/2 Bus Bar Wall MNT	1	\$	61.89	5	61.89
MT3ABC7	Hubbell	SMALL RACE WAY	490	\$	0.92	-	450.80
MT3SBA	Hubbell	SURFACE MOUNT BOX	49	\$	2.92	7.	143.08
SWE570BLK	SW Data Prod	7, RACK		\$	102.27	S	
HC219CE3N	Hubbell	HORZ WIRE MANJ	11	\$	39.69	s	436.59
HLS-15R0	Panduit Corp.	VELCRO 15'		\$	14.78	\$	* F
TZ111	Brother INTL.	1/4" BLALC/CLEAR 1/4IN	8	\$	8.04	\$	64.32
3/4-EMT	Conduit	Steel Thin Wall Cond		\$	0.26	\$	
1-EMT	Conduit	Steel Thin Wall Cond		\$	0.65	\$	-
ASG4X4X4	Hoffman	NEMA1 GALV SC BOX		\$	4.00	S	•
FCR350SP36R	Hubbell	36 PORT FIBER BOX		\$	180.40	\$	20
VC76	Hubbell	CB MGMT VERTICAL		\$	122.72	\$	-
HLS1012B	Hubbeli	LADDER RACK		\$	56.72	\$	
HLMPH19	Hubbell	Rack Mounting Plate		\$	18.54	S	-
HLX0612	Hubbell	Wali Angle Support Bracket	29.62	\$	15.27	5	7 <b>-</b> 7
12 CABLE TRAY	CABLOFIL	CABLE TRAY	840	\$	11.50	\$	9,660.00
	HUBBELL	LARGE RACE WAY	900	\$	6.00	S	5,400.00
SWE100-V1BLK	SW Data Prod	7 Cabinet	1	\$	1,400.00	5	1,400.00
SWE706	SW Data Prod	4' WALL CAB. WITH FANS	1222	\$	800.00	\$	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		3 FOOT PATCH CORD	394	S		\$	1,422.34
		7 FOOT PATCH CORD	394	\$	5.22	\$	2,056.68
		SMAL CAB FOR PORTABLE	10	\$	400.00	\$	4,000.00
		MISC MATERIAL		13 211		\$	4,000.00
			м	ateria	is Sub-Total	100	44,771.83
					Tax	\$	2,686.31
Labor-2	CSI-TELCOM	INSTALL CAT 8 CABLE	788	\$	35.00	s	27,580.00
Labor-2	CSI-TELCOM	INSTALL CABLE TRAY	84	\$	35.00	\$	2,940.00
Labor-2	CSI-TELCOM	INSTALL WIRE MOLD	90	\$	35.00	5	3,150.00

Total Project \$ 81,128.14

Attachment Number: \_\_\_\_\_

Site Name: School B (1300 Cat6 drps)

Entity Number: 127201

CSI Technology Resources SPIN Number: 143017811

**Contract Number: TBD** 

470 Application Number: 569480000550067

471 Application Number: TBD

FRN Number: TBD

Contract Expiration	Date: TBD
Part Number	Manufac
ENDADOA BL.S.CCC.DV	Comm W.R

Part Number	Manufacturer	Description	Qty	- Contraction	nit Cost	Extended Cost
6NP4P24-BL-S-GCC-PV	Comm W&C	Cat 6 PVC	292000	\$	0.12	
HXJ6OR	Hubbell	Jack HXJ Cat6 Univ.	1301	\$	0.000.00	\$ 6,713.16
IFP120W	Hubbell	FACE PLAT	433	\$	100-100	\$ 541.25
SFB10	Hubbell	Snap-in BLNK 10/Pk of Wht	200	\$		\$ 56.00
M-RO-8-DN-A-L-8K-GCC	GENERAL	6 Strand Ind/Out	3000	\$	7.7	\$ 2,250.00
FPR3SP	Hubbell	Unloaded Fiber Box	5	\$		\$ 654.50
FSPSCD3	Hubbell	6pk PNL 3SM/MM DPLX	10	\$	200100000000000000000000000000000000000	\$ 313.30
P648U	Hubbell	48P CAT* Univ. Patch Pnl	32	\$		\$ 7,767.04
P624U	Hubbell	24P Cat6 Univ. Patch Pnl		\$	121,36	S -
3NP25P24-GY-R-10K-GCC-	S. S	Cat3 25 Pair PVC	3000	\$	0.20	\$ 600.00
S110AB2-100FT	Siemon CO	100PR Base w/Legs Labels	5	\$	21.38	\$ 106.80
\$110AB2-300FT	Siemon CO	300PR Base w/Legs Labels	1	\$	0.000,000,000	\$ 61.14
95-000-40	Coming CBL.	Conn Unicam Compst SC-MM	60	\$	9.52	\$ 571.20
GBSC2-D2-02	Allen Tel	SC TO SC DPLX MMODE 2MTR	10	\$	27.01	\$ 270.10
SSP100	STI INC.	Putty 36CU in Tube	10	\$	20.40	\$ 204.00
SSS100	STI INC.	Sealant 10.1oz Tube	40	\$	9.97	\$ 398.80
SB-477	B-Line TelCM	13 1/2 Bus Bar Wall MNT	6	\$	61.89	\$ 371.34
MT3ABC7	Hubbell	SMALL RACE WAY	1330	\$	0.92	\$ 1,223.60
MT3SBA	Hubbell	SURFACE MOUNT BOX	242	\$	2.92	\$ 706.64
SWE570BLK	SW Data Prod	7, RACK		\$	102.27	\$ -
HC219CE3N	Hubbell	HORZ WIRE MANJ	32	\$	39.69	\$ 1,270.08
HLS-15R0	Panduit Corp.	VELCRO 15'	6	\$	14.78	\$ 88.68
TZ111	Brother INTL.	1/4" BLALC/CLEAR 1/4IN	20	5	8.04	\$ 160.80
3/4-EMT	Conduit	Steel Thin Wall Cond		\$	0.26	s -
1-EMT	Conduit	Steel Thin Wall Cond	600	\$	0.65	\$ 390.00
ASG4X4X4	Hoffman	NEMA1 GALV SC BOX	30	\$	4.00	\$ 120.00
FCR350SP36R	Hubbell	36 PORT FIBER BOX	1	\$	180.40	\$ 180.40
VC76	Hubbell	CB MGMT VERTICAL		\$		s -
HLS1012B	Hubbeil	LADDER RACK		\$		s -
HLMPH19	Hubbell	Rack Mounting Plate		\$	18.54	\$ -
HLX0612	Hubbell	Wall Angle Support Bracket		\$	15.27	s -
12 CABLE TRAY	CABLOFIL	CABLE TRAY	3000	\$	11.50	\$ 34,500.00
ie orbee iivii	HUBBELL	LARGE RACE WAY	2588	\$	6.00	\$ 15,528.00
SWE100-V1BLK	SW Data Prod	7' Cabinet	2	s	1.400.00	\$ 2,800.00
SWE706	SW Data Prod	4' WALL CAB. WITH FANS	4	s	800.00	\$ 3,200.00
STATE	011 5000 1100	3 FOOT PATCH CORD	1301	s	3.61	\$ 4,696.61
		7 FOOT PATCH CORD	1301	S	4-710-7140	\$ 6,791.22
		MISC MATERIAL	1001	4	J.LL	\$ 2,000.00
		WOO HOLLETON	1.0	atorial	s Sub-Total	
			Tax			
					1 40	7,714.40
Labor-2	CSI-TELCOM	INSTALL CAT 6 CABLE	2602	\$	35.00	\$ 91,070.00
Labor-2	CSI-TELCOM	RUN FIBER	80	\$	35.00	\$ 2,800.00
Labor-1	CSI-TELCOM	INSTALL FIBER ENDS	60	\$	25.00	\$ 1,500.00
Labor-2	CSI-TELCOM	INSTALL CABLE TRAY	300	\$	35.00	\$ 10,500.00
Labor-2	CSI-TELCOM	INSTALL WIRE MOLD	258	\$	35.00	\$ 9,030.00
Labor-2	CSI-TELCOM	INSTALL CONDUIT	48	\$	35.00	\$ 1,680.00
				Labo	r Sub-Total	100 March 100 Ma

Total Project \$ 253,929.14

# EXCEPTIONS

CSI meets all of the insurance requirements except for the aggregate \$3,000,000 of public liability. CSI currently has \$2,000,000 aggregate of public liability which we believe is sufficient. We will be glad to discuss any necessary modifications to our current coverage if necessary.

CSI is not responsible for a customer's loss of data. The customer is responsible for maintaining current backups of all data. Any warranty or service contract does not cover virus infection of any customer system. The customer will be billed for all work necessary for CSI to remove a virus.

CSI's liability under this agreement is limited to the correction of any non-conformity in any services, or refund of the purchase price, or refund of specific amounts paid for products or services that fail to conform, at CSI's sole option. Any amounts paid or costs incurred with respect to claims for non-conformity shall in no event exceed an amount equal to the fees paid to CSI under this agreement for the particular project which gives rise to the claim. No actions, regardless of the form, arising out of this agreement may be brought by the Customer more than one (1) year after the occurrence of the events that gave rise to the cause of actions. The pricing of all services is based upon this limitation of liability. The customer's sole and exclusive remedy shall be termination of this agreement.

During the terms of this agreement and for a period of one (1) year following the end of this agreement, the Customer shall not offer employment to any employee of Computer Software Innovations, Inc.

